



LICENSOR	TomTec Corp., 525 W. Monroe Street, Suite 2360, Chicago, IL 60661
LICENSEE	[redacted] a not-for-profit Massachusetts corporation, having a principal place of business at [redacted] Boston, MA 02199, including all its Affiliates, (The "Partners" or "Hospital")
Effective Date	10/01/2011
Quotation	Quotation No: 600002

**SOFTWARE LICENSE AGREEMENT**

THIS AGREEMENT is made as of the Effective Date by and between LICENSOR, and LICENSEE (collectively, the "PARTIES").

**WITNESSETH:**

WHEREAS, LICENSOR is the owner of, or has acquired rights to, certain Software and Documentation as defined in the Quotation (the "Licensed Software");

WHEREAS, LICENSEE desires to use such Licensed Software; and

WHEREAS, LICENSOR desires to grant to LICENSEE and LICENSEE desires to obtain from LICENSOR a non-exclusive license to use the Software and related Documentation, which may include associated media, printed materials, and "online" or electronic documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

**1. DEFINITIONS**

- A. "Documentation" shall mean all manuals, user documentation, and other related materials supplied by LICENSOR for use with the Program or with any Release.
- B. "License Fee" shall mean the fee for licensing the Software listed on the Quotation.
- C. "Software" shall mean the computer programs in machine readable object code form listed in the Quotation attached hereto and any subsequent error

corrections or updates supplied to LICENSEE by LICENSOR pursuant to this Agreement.

**2. LICENSE GRANT**

- A. LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts, a permanent non-exclusive software license to use the software subject to the terms and provisions of this Agreement (the "License Term").
- B. LICENSEE may install and use one copy of the Licensed Software, or any prior version for the same operating system, on a single computer only for fixed licenses and on multiple computers for floating licenses (concurrent use).
- C. LICENSEE may install a copy of the Licensed Software on a storage device, such as a network server, used only to install or run the Licensed Software on other computers over an internal network. LICENSEE must acquire a dedicated license of the Software for each separate computer or user.
- D. LICENSOR may provide the Licensed Software to LICENSEE on more than one medium. LICENSEE may only use one such medium and must not install the other medium on another computer.
- E. If LICENSEE has to acquire a TomTec License Pack, the number of copies of the Licensed Software licensed may only be used as specified above.

**3. ACCEPTANCE OF THE SOFTWARE**

- A. Upon the acceptance of the Software, LICENSEE has to examine, as far as possible, and to confirm in writing that the Software was supplied and installed as agreed.

